

**Amendment to the Agreement
Between
New Cingular Wireless PCS, LLC
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Dated June 10, 2005**

Pursuant to this Amendment, (the "Amendment"), New Cingular Wireless PCS, LLC (Cingular) and BellSouth Telecommunications, Inc. now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, AT&T and Cingular entered into the Agreement on June 10, 2005, and:

WHEREAS, the Parties desire to amend the Agreement in order to change the transit traffic usage rate contained in the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section VIII. C of the Agreement is hereby deleted in its entirety and replaced with the following:

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a \$0.0024 per minute transit charge beginning on the Effective Date of this Agreement until August 31, 2005, increasing to \$0.003 for the period September 1, 2005 through July 31, 2007 and shall decrease to \$0.00225 beginning on August 1, 2007 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges").¹ Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Traffic not originated by BellSouth transiting BellSouth's network to Carrier is not Local Traffic and Carrier

¹ The minutes of use ("MOUs") of transit traffic under this agreement, aggregated with the transit traffic MOUs of other regions, may be used to affect the transit rates for Carrier in other regions. Such aggregation of MOUs does not affect any rates in this 9-state regional agreement.

shall not bill BellSouth for such Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

2. All of the other provisions of the Agreement, dated June 10, 2005, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee**

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 7/30/07

New Cingular Wireless PCS, LLC

By: Michael F VanWeelden

Name: MICHAEL F VANWEELDEN

Title: DIRECTOR SCM NETWORK

Date: 7/27/07

OK SL
7/27